

Dr.

Dr their own wilful neglect and misconduct. And it is hereby further covenanted, and agreed as aforesaid if the said Phoebe Ann Rush, during her natural life shall be minded to revoke all or any of the uses Estates Powers or authorities hereby mentioned limited and appointed, and shall by any deed or writing to be by her sealed and subscribed in the presence of one or more witnesses, declare and publish her intent and meaning to be to revoke alter and make void the said several uses Estates and Trusts powers and authorities herein declared given and appointed or any or either of them that then and immediately thereupon and thereafter the said uses Estates and Trusts powers and authorities in and by these presents expressed declared and appointed or such of them as may be revoked as aforesaid shall thenceforth cease and become void and of no effect whatever and that then the Trustee or Trustees for the time being shall stand and be seized of the said Trust Estate or Estates or such part thereof concerning which such reservation shall be made to such uses intents trusts and purposes as the said Phoebe Ann Rush whether covert or sole shall and may by the same or any other deed or writing declare limit or appoint and in default of any such limitation or appointment to the only proper use and behoof of the said Phoebe Ann Rush her heirs and assigns forever, provided always that no such revocation shall be taken to affect control annul void or in any wise impair any Estate or Estates, grants, sales, transfers, assignments mortgages, deeds, instruments, conveyances, covenants, acts, matters, or things, made created executed, done or suffered by the trustee or trustees under the powers and authorities heretofore before the execution of said revocation but the same shall always be and remain valid firm and as effectual as if the said revocation had never been made. **In witness whereof** the said parties have set their hands and seals hereunto on the day and year first above written.

Sealed and Delivered
in the presence of us.

Chas. C. Fennell

Jul 6th 1844

Received the sum of the date of the above written Indenture of the above named Phoebe Ann Rush the sum of one dollar being the full consideration money above mentioned.

Chas. C. Fennell

Jul 6th 1844

James Rush

James Rush

Phoebe Ann Rush

Philadelphia

The Tenth day of July - in the Year of our Lord One thousand Eight hundred and forty three Before me the Subscriber one of the Aldermen of the City of Philadelphia came the above named James Rush and Phoebe Ann his wife and acknowledged the above Indenture to be their Act and Deed and desired the same might be recorded as such. The said Phoebe Ann being of full age and separate and apart from her said husband by me examined and the full contents thereof made fully known unto her did declare and say that she executed the foregoing Indenture of her own free will and accord without any compulsion or coercion of her said husband. Witness my hand and seal

Jul 6th 1844

Dr. v.

And

for no other use intent or purpose whatever. And upon this **further trust** in case the said James Rush should depart this life leaving the said Phoebe Ann him surviving then to have and to hold or convey and assure all the said Estates real and personal held as aforesaid under the trusts herein declared to and for the sole use and behoof of the said Phoebe Ann party hereto her heirs executors administrators and assigns for her and their sole use and behoof. And upon this **further trust** in case the said Phoebe Ann Rush shall depart this life leaving her husband the said James Rush her surviving but without leaving any last will or testament or appointment in the nature thereof as herein before provided then to have and to hold or convey and assure the said Estates real and personal held as aforesaid under the trusts herein declared to and for the sole use and behoof of the said James Rush party hereto his heirs executors administrators and assigns for his and their sole use and behoof. And it is hereby expressly covenanted and agreed by and between the said parties to these presents their heirs executors administrators and assigns that it shall and may be lawful for the said Trustee or Trustees to nominate and with the consent of the said Phoebe Ann Rush to appoint the said James Rush or any other person or persons his or their attorney or attorneys with powers of substitution to do and perform all or any of the acts matters and things herein directed or required as fully and effectually as the said Trustee or Trustees could or might do or perform the same and for the acts and doings of any attorney or attorneys substitute or substitutes so appointed the said Trustee or Trustees shall not be or be made in any way liable or responsible by or to any other person or persons whatever. And it is further expressly covenanted and agreed by and between the said parties hereto their heirs executors administrators and assigns that the receipt or receipts of any Trustee or Trustees for the time being acting in execution of the trusts herein declared shall be a full and sufficient discharge to any purchaser or purchasers mortgage or mortgages or to any other person or persons who ever making payments to the said Trustee or Trustees for such sum as is therein stated and acknowledged to have been received by such Trustee or Trustees and the purchaser or purchasers mortgage or mortgages or person or persons paying the same as aforesaid shall not be in any way bound to see to the application thereof or be answerable or accountable for the misapplication or non application of the same or any part thereof or be liable to inquire into the necessity propriety or expediency of any such sales mortgages or pledges or whether the moneys so paid and received were required for the purposes of the trust but the act or acts receipt or receipts of the said Trustee or Trustees for the time being as aforesaid with the consent of the said Phoebe Ann whenever the same is required by the provisions hereof or without it when the same is not so required shall be conclusive evidence in favour of the payer or payers thereof that the whole sum therein acknowledged to have been received has been duly paid by them. And it is hereby further covenanted and agreed as aforesaid that the Trustee hereby appointed his heirs executors and administrators or any other or future Trustee or Trustees his or their heirs executors and administrators shall be answerable and responsible only for the monies which shall actually come to the hands and be received by him or them by virtue of the trusts hereby created and reposed in him or them notwithstanding he or they may give or sign a receipt or receipts for the sake of conformity and no Trustee or Trustees shall be answerable or responsible for the errors or omissions of them but for his own acts deeds and defaults only nor for any Bank or broker with whom the said monies may be deposited for safe custody or otherwise nor for the insufficiency of any stocks funds or securities in or upon which the said Trust monies may be invested or secured nor for any other loss or damage which may happen in the execution of the said trusts unless through his own

Dr.

now upon

and to erect and build any new buildings wharves or tenements of any kind upon such part or parts of the said premises as may be vacant or unimproved, and to pay off and discharge from the principal or from the income of the Estates held under this Trust all costs charges debts and expenses of any kind incurred in the erection of any such buildings wharves or other tenements or in making any alterations repairs or improvements or in any way or manner connected therewith or consequent thereupon. In the fifth place And upon Trust after paying off and satisfying all the said costs charges debts Ground rents liens incumbrances and responsibilities hereinbefore mentioned which may be due payable and required to be paid then to pay over the net income rents issues receipts and profits of the said Trust estate as the same are received unto Phoebe Ann Rush for and during her natural life for her sole and separate use freed and discharged from all debts contracts or liabilities of her present or any other husband she may have or take the receipt or orders of the said Phoebe Ann Rush under her own hand or of her attorney duly appointed by her to be full sufficient vouchers for the payment thereof. And in the sixth place upon Trust upon the demand of the said Phoebe Ann Rush to pay over to her or to her Attorney any and all sums of money which may be in or come to the hands of the said Trustee or Trustees or any of them acting under the provisions of this Trust whether the same be raised upon mortgage or mortgages of the estate or Estates Real or personal held or hereafter to be held under the provisions hereof or any part or parts thereof or be received from the sale or sales of the said Estate or Estates or any part or parts thereof or however otherwise the same may be obtained and be received by the said Trustee or Trustees or any or either of them the receipts of the said Phoebe Ann Rush or of her Attorney duly appointed by her to be full and sufficient vouchers for the payment thereof. And in the seventh place upon Trust to invest and reinvest all such sums of money held under the provisions hereof and remaining or to remain in the hands of the said Trustee or Trustees or any of them according to the directions of the said Phoebe Ann Rush if she shall think proper to give any such directions and if no such directions should be given by the said Phoebe Ann Rush then to invest and reinvest the same in Bonds and mortgages ground rents or other real securities or in stocks or loans of the United States or of any State or of any City or County in any of the United States or of any corporation created by the United States or any one of the United States or in any other way or manner which to the said Trustee or Trustees for the time being shall seem safest and best and most for the interest of the said Trust estate the said investments and reinvestments to be held by the said Trustee or Trustees for the uses and purposes and subject to the Trusts powers and authorities herein declared and given in relation to the Estates hereby conveyed. And upon this further trust upon the death of the said Phoebe Ann Rush to have and to hold all the premises hereby granted and conveyed and the proceeds and investments thereof remaining undisposed of in the hands of the Trustee or Trustees and all other Estates real and personal then held by the Trustee or Trustees for the time being under the Trusts and provisions hereof whensoever and howsoever the same may have been conveyed to or acquired by the said Trustee or Trustees or by any other Trustee or Trustees to and for the uses intents and purposes and for the person or persons Estate or Estates mentioned expressed or contained in any last will or testament or appointment in the nature thereof made or to be made by the said Phoebe Ann Rush (which she is hereby fully authorized notwithstanding her coverture to make and execute) to be signed by her in her own hand at the end thereof and in Trust to convey assure and settle the said Estates or any part or parts thereof to and for the uses and according to the directions in the said last will and Testament or appointment in the nature thereof given mentioned and declared

Dr. Williams

Rents

Hereditaments and premises hereby granted or mentioned or intended so to be with the appurtenances unto the said Henry J. Williams his heirs and assigns to his and their use and behoof but nevertheless to for and upon the uses, intents purposes and trusts hereinafter expressed, declared and contained and to for and upon no other use intent purpose or trust whatsoever, that is to say **Upon trust** by and with the consent of the said Phoebe Ann Rush, to grant bargain and sell, alien, assign, convey and confirm in fee simple absolutely, or by way of mortgage, or on Ground rent, or for any other or lesser estate, or to lease and demise for years or otherwise all or any part or parts of the premises hereby granted and conveyed or the proceeds or investments or investments thereof and all or any other estates Real or personal conveyed to or held by or to be hereafter conveyed to or held by the said Henry J. Williams or any other Trustee or Trustees for the time being under the trusts and provisions hereof whenever and howsoever the same may have been conveyed to or acquired by him or them freed and discharged from all trusts whatsoever to any person or persons, corporation or corporations for any price or prices for cash or on credit, or for any other consideration upon such terms and conditions and with such reservations or restrictions as to the said Trustee or Trustees for the time being shall seem meet. And also either amicably or by due course of law or otherwise to exchange or make partition or division of the premises or any part or parts thereof or of any other Estates held or to be hereafter held by the said Trustee or Trustees for the time being subject to the trusts herein declared as joint tenants or as tenants in common with any other person or persons. And all Deeds bonds mortgages, covenants, conveyances or other instruments necessary usual or proper to carry into full effect the powers and authorities or any of them in this Indenture or any part thereof conferred or created to make execute and deliver in due form of law. And also upon this **further trust** to ask demand sue for and recover and receive, all purchase mortgage or other monies, or securities therefore, rents, ground rents issues profits income and proceeds of the said premises or any other Estates real or personal held or to be hereafter at any time held under the trusts herein declared and all bonds notes and securities given therefor and all debts due and demands arising therefrom and full and sufficient releases receipts and discharges therefor to make seal execute and deliver. And also if made to compound or compromise any debt or debts due or hereafter to become due, or to accept and to take such securities for the payment thereof as he or they may deem expedient and also to refer to arbitration or otherwise adjust any question in dispute that may arise in relation to the Estates held or to be held under these trusts or in relation to the trusts herein declared or any of them. And also upon this **further trust** upon the receipt of any consideration money or other monies, Rents, ground rents, issues profits income and proceeds of the premises or other Estates real or personal held or to be hereafter held, under the trusts herein declared or from or on account of the securities received or taken therefor. Then in the first place to pay off and discharge all costs charges and expenses incurred or to be incurred, in the execution of the trusts herein declared. In the second place to pay off satisfy and discharge all debts due and demands and responsibilities whatever which may at any time exist against or be incurred by the Trustee or Trustees under this Indenture or any of them his or their Executors or administrators for, on account or by reason of the trusts herein declared or of any act matter or thing done or suffered by the Trustee or Trustees for the time being, in the execution of all or any of the trusts herein declared. In the third place upon trust whenever desired or required by the said Phoebe Ann Rush or whenever the said Trustee or Trustees in his or their discretion shall think it expedient so to do then to pay off satisfy and discharge all or any mortgages, ground rents, taxes, charges, liens incumbrances and responsibilities which may now exist, or may be hereafter recovered against or be incurred, or created upon any of the Estates real or personal hereby conveyed, or which may be held under the provisions hereof or to which they or any of them may be or hereafter become liable. In the fourth place upon Trust with the consent and approbation of the said Phoebe Ann Rush to renew rebuild, alter, repair or improve any buildings wharves or other tenements

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Ridgway

And also

on the West side of Delaware Second Street between High and Chesnut Streets, marked No. 6 in a plan of lots when on the High Street Meeting House of the People, called Quakers formerly stood commencing Sixty nine feet or thereabouts from the South line of High Street, containing fourteen feet front more or less on the said Second Street and extending in length or depth East and West forty four feet more or less, with the appurtenances, which said premises Joseph Monfield and wife by Indenture dated Feb. 19th. A.D. 1811 (recorded D.B. J. C. W. 13. page 151) granted and conveyed to the said Jacob Ridgway in fee. **And also** all that certain Ground rent of One hundred and Sixty dollars per annum payable half yearly and reserved from and issuing out of a certain lot or piece of ground situate in Kensington in the County of Philadelphia on the South easterly side of Queen Street between Wood and Norris Streets containing in front on Queen Street two hundred feet and running that width into the River Delaware to low water mark being the premises which the said Jacob Ridgway and Clayton Earl and Cornelia his wife by Indenture dated October 1st. A.D. 1825 (recorded D.B. W. R. No. 9. page 675) granted and conveyed to the Lehigh Coal and Navigation Company reserving thereout the said Ground Rent of One hundred and Sixty dollars to the said Jacob Ridgway and Clayton Earl their heirs and assigns, and one moiety of which said Ground rent the said Clayton Earl and wife by Deed dated February 6th. A.D. 1826 (recorded D.B. W. R. No. 9. page 677) granted and conveyed to the said Jacob Ridgway in fee who thereupon became seized of the whole of the said Ground rent of One hundred and Sixty dollars in fee. **And also** all that certain other Ground rent of Three hundred and Sixty dollars per annum payable half yearly and issuing out of two certain lots or pieces of ground situate on the East side of Delaware Second Street between Mulberry and Passafra Streets. One of said lots containing Thirty six feet five inches in front on Second Street by two hundred and twenty feet more or less in depth and the other of said lots containing thirty feet in width by thirty four feet in length or depth East and West which said Ground rent John White by Indenture dated January 8th. A.D. 1820 (recorded D.B. J. W. No. 5. page 94) granted and conveyed to the said Jacob Ridgway in fee. **All the** said messuages, tenements, and lots of ground being the same premises which Jacob Ridgway (the father of the said Phoebe Ann Rush party hereto) by his last Will and Testament dated May 1st. A.D. 1841, duly proved on the 8th. May A.D. 1843. and remaining of record in the Office of the Register of Wills for the City and County of Philadelphia devised to the said Phoebe Ann Rush in fee. And the said Susan R. Borton and John J. Ridgway, having agreed and elected to take and accept sundry devises and bequests given to them respectively by the said last will and Testament of the said Jacob Ridgway all their Estate, right and title in and to the premises thirdly above described, by virtue of the provisions of the said last will and Testament, and the election of the said Susan R. and John J. to accept the said said devises and bequests therein contained, passed to and became vested in the said Phoebe Ann Rush in fee. **And all** the Estate right title interest property claim and demand whatsoever of the said James Rush and Phoebe Ann his wife and of both or either of them in law Equity or otherwise however of in and to the same as fully absolutely and entirely as the same were devised to the said Phoebe Ann Rush by the said will of Jacob Ridgway or have been at any time heretofore acquired, granted or conveyed to, and were held by the said James Rush or Phoebe Ann Rush and both or either of them at the date of these presents. **Together with** all and singular the Buildings improvements, ways, woods, waters, watercourses, rights liberties privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders Rents, Issues and profits thereof. **To have and To hold** the said messuages, tenements, and lots and pieces of land, Ground

Or piece

of ground situate on the West side of Delaware Front Street between High and Mulberry Streets, beginning about thirty four feet South from the South line of said Mulberry Street and containing on said Front Street nineteen feet six inches and one half of an inch, and in length or depth, westerly, seventy nine feet more or less to an alley four feet two inches leading into said Mulberry Street, containing in length on the said alley nineteen feet nine and one half inches with the appurtenances, which said premises Edward Smith and Wife by Indenture dated November 15th. A.D. 1835 (recorded Deed Book S. H. No. 4. page 299) granted and conveyed to the said Jacob Ridgway in fee. **And also** all those messuages, tenements, and lot or piece of ground, situate on the South side of High Street in said City between Delaware Fifth and Sixth Streets containing in front on said High Street twenty three feet more or less and in length or depth one hundred and eighty feet more or less to Minor Street with the appurtenances which said premises William Bell and Wife and Jacob Hursey and Wife by Indenture dated Novr. 23rd 1830 (recorded Deed Book A. M. No. 2. page 621) granted and conveyed to the said Jacob Ridgway in fee. **And also** all those other messuages, tenements, and two lots of ground one of them situate at the South East corner of High and Decatur Streets between Delaware Fifth and Sixth Streets containing in front on High Street nineteen feet and two ninth parts of a foot, and the other of said two lots adjoining and east of the said last above described lot of ground, and containing in front on said High Street nineteen feet and two ninth parts of a foot making together a front on said High Street of thirty eight feet and four ninth parts of a foot, and extending Southwardly in depth one hundred and eighteen feet on the East side of said Decatur Street with the appurtenances, which said premises John Byerly and Wife by Indenture dated July 1st. A.D. 1831 (recorded Deed Book S. H. No. 18 page 75) granted and conveyed to the said Jacob Ridgway in fee. **And also** all those other messuages, tenements, and lot or piece of ground situate on the East side of Delaware Second Street No. 23 between High and Mulberry Streets containing in front on said Second Street fourteen feet and in length or depth Eastward two hundred and five feet more or less to the back or West line of Stephen Girard's lots on Delaware Front Street with the appurtenances which said premises John L. Walmough Esquire High Sheriff for the City and County of Philadelphia by his Deed Poll dated April 9th. A.D. 1836 (recorded Deed Book S. H. No. 75. page 316) granted and conveyed to the said Jacob Ridgway in fee. **And also** all those other messuages, tenements, and lot or piece of ground, situate on the East side of Delaware Second Street between High and Mulberry Streets and adjoining and north of the last above described premises containing in front on said Second Street twenty six feet more or less including the half of a three feet alley on the South (the other half of which alley is part of the last before described premises) and in length or depth Eastward one hundred and ninety eight feet more or less to the West or back line of lots on Front Street late of Stephen Girard together with the buildings and improvements now called Johns Court and the appurtenances, which said premises Timothy B. Mount and Mary his Wife by Indenture dated March 11th. A.D. 1831 (recorded Deed Book S. H. No. 11. page 348) granted and conveyed to the said Jacob Ridgway in fee. **And also** all that other messuage, tenement and lot or piece of ground situate at the North East corner of Chesnut and Delaware Second Street containing in front on said Second Street fifteen feet more or less and on Chesnut Street twenty feet more or less with the appurtenances which said lot Jacob Ridgway Jr. and Lydia his Wife by Indenture dated September 30th. A.D. 1822 (recorded Deed Book S. H. No. 4 page 547) granted and conveyed inter alia, to the said Jacob Ridgway in fee subject to a yearly ground rent of Forty shillings. **And also** all those two other lots or pieces of ground with the messuages, and tenements thereon erected, situate on the East side of Delaware Second Street between High and Chesnut Street adjoining on the North to the last above described lot one of the said lots containing in front on Second Street five feet and in length or depth twenty feet and the other of said lots containing in front on said Second Street ten feet and in length or depth East and West forty feet with the appurtenances which said two lots Samuel J. Moore and Wife by Indenture dated July 22nd A.D. 1823 (recorded Deed Book S. H. No. 10 page 32) granted and conveyed to the said Jacob

This Indenture Made

the Eighth day of July in the Year of Our Lord One thousand eight hundred and forty three **Between** James Rush of the City of Philadelphia Doctor of Medicine and Phoebe Ann his wife of the One Part and Henry J. Williams of the City aforesaid Counsellor at Law of the Other Part, **Witnesseth**, That the said James Rush and Phoebe Ann his Wife for and in consideration as well of the sum of One dollar to them in hand paid by the said Henry J. Williams, at and before the sealing and delivery hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge the said Henry J. Williams, his heirs, executors and administrators, by these presents as of other good causes and considerations have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents **do** grant, bargain, sell, alien, enfeoff, release and confirm unto the said Henry J. Williams and to his heirs and assigns **All that** certain messuage, tenement and lot or piece of ground situate on the North side of Chesnut Street between Delaware Fifth and Sixth Streets in the City of Philadelphia containing in front on said Chesnut Street Twenty one feet four inches and in length or depth Northwardly One hundred and seventy five feet more or less to a Court now called Crockett's Court with the appurtenances which lot and premises Joshua Emilen by Indenture dated July 28th A.D. 1825 (Recorded Dead Book G. H. R. No. 8 page 219) granted and conveyed to Jacob Ridgway in fee, **And also** all those other messuages tenements and lot or piece of ground, situate on the North side of Chesnut Street between Delaware Fifth and Sixth Streets East of and adjoining the last above described lot of ground containing in front on the North side of Chesnut Street Twenty five feet six inches and in length or depth Northwardly One hundred and seventy five feet more or less to a Court now called Crockett's Court upon which lot are now erected two stores fronting on Chesnut Street, and a large Store or Warehouse on Crockett's Court with the appurtenances which said premises, Clement C. Biddle assignee, and Philip H. Nicklin and Julia his Wife by Indenture dated the 19th September A.D. 1833 (recorded in Dead Book N. M. No. 43 page 167) granted and conveyed unto the said Jacob Ridgway in fee subject to a yearly ground rent of Nine hundred dollars per Annum payable to Caleb Cresson his heirs and assigns and which said ground rent, Sarah C. Cresson widow and other devisees of the said Caleb Cresson by Indenture dated March 1st A.D. 1843 (recorded Dead Book S. C. No. 38 page 442) released to the said Jacob Ridgway his heirs and assigns whereby the same became merged and forever extinguished, **And also**, all that other Five Story messuage, tenement, and lot or piece of ground, situate at the South West corner of Delaware Front and Mulberry Streets, containing in front on Front Street about Eighteen feet and on Mulberry Street about Eight feet more or less with the appurtenances being the premises, one undivided part of which Robert T. Rawle by Indenture dated May 1th A.D. 1811 (recorded Dead Book S. C. No. 14 page 113) granted and conveyed to the said Jacob Ridgway in fee and the remaining undivided part thereof Benjamin Rawle by his last will and Testament dated April 25th A.D. 1788, devised inter alia to his daughter Rebecca Ridgway, wife of said Jacob Ridgway in fee which said premises upon the death of the said Rebecca Ridgway descended subject to the life estate of her said husband, to her five children, Susan Ridgway late Susan R. Roche and now Susan R. Barton, Phoebe Ann Ridgway now Phoebe Ann Rush, Benjamin Ridgway, John J. Ridgway and Caroline Ridgway, and the said Benjamin Ridgway and Caroline Ridgway, died unmarried and intestate whereby the said premises subject as aforesaid to the life estate of the said Jacob Ridgway became vested in fee in the said Susan R. Roche now Susan R. Barton, Phoebe Ann Rush and John J. Ridgway in fee. **And also** all that other messuage, tenement and lot or piece of ground situate on the West side of Delaware Front Street beginning about Eighteen feet from the South side of Mulberry Street, adjoining, on the South the lot last above described, containing in front on said Front Street sixteen feet more or less and in length or depth Thirty four feet more or less with the appurtenances which said premises William Peterson and Wife by Indenture dated February 24th A.D. 1834 (recorded Dead Book N. M. Number 34 page 582) granted and conveyed to the said Jacob Ridgway in fee. **And also** all that other messuage, tenement and lot

No. 1.

223 May 8th 1843

Rush

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May 19

O. L. May 19

May 11th May 1843
With my friend and son

Remains in the office for the morning & evening the City
County of Philadelphia in the State of Pennsylvania